

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. Contract ID Code Firm-Fixed-Price		Page 1 Of 21	
2. Amendment/Modification No. P00507		3. Effective Date 2004JUL22		4. Requisition/Purchase Req No. SEE SCHEDULE		5. Project No. (If applicable)	
6. Issued By TACOM WARREN AMSTA-AQ-ATBA SHARON D TURNER (586)574-5888 WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL EMAIL: TURNERS@TACOM.ARMY.MIL		Code W56HZV		7. Administered By (If other than Item 6) DCMA INDIANAPOLIS EMMETT J. BEAN CENTER 8899 E. 56TH ST. INDIANAPOLIS, IN 46249-5701		Code S1501A	
				SCD B PAS NONE ADP PT HQ0337			
8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code) AM GENERAL LLC 105 N NILES AVE SOUTH BEND, IN. 46617-7025 TYPE BUSINESS: Large Business Performing in U.S.				<input type="checkbox"/>		9A. Amendment Of Solicitation No.	
				<input type="checkbox"/>		9B. Dated (See Item 11)	
				<input checked="" type="checkbox"/>		10A. Modification Of Contract/Order No. DAAE07-01-C-S001	
				<input type="checkbox"/>		10B. Dated (See Item 13) 2000NOV06	
Code 0H3G6		Facility Code					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendments: (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. Accounting And Appropriation Data (If required) Payment will be made by Electronic Funds Transfer ACRN: MH NET INCREASE: \$4,980,507.77							
13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS							
KIND MOD CODE: G It Modifies The Contract/Order No. As Described In Item 14.							
<input type="checkbox"/>		A. This Change Order is Issued Pursuant To: The Contract/Order No. In Item 10A.				The Changes Set Forth In Item 14 Are Made In	
<input type="checkbox"/>		B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).					
<input checked="" type="checkbox"/>		C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of: Mutual agreement of the parties					
<input type="checkbox"/>		D. Other (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return _____ copies to the Issuing Office.							
14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)							
SEE SECOND PAGE FOR DESCRIPTION							
Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. Name And Title Of Signer (Type or print)				16A. Name And Title Of Contracting Officer (Type or print) MARY K. REHM REHMMA@TACOM.ARMY.MIL (586)574-6553			
15B. Contractor/Offorer _____ (Signature of person authorized to sign)		15C. Date Signed		16B. United States Of America By _____ /SIGNED/ (Signature of Contracting Officer)		16C. Date Signed 2004JUL22	
NSN 7540-01-152-8070 PREVIOUS EDITIONS UNUSABLE				30-105-02		STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243	

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-01-C-S001 MOD/AMD P00507	Page 2 of 21
Name of Offeror or Contractor: AM GENERAL LLC		

SECTION A - SUPPLEMENTAL INFORMATION

1. The purpose of this modification is to add the requirement for Technical Repair and Maintenance Support Services for Tactical Wheeled Vehicles. The Scope of Work for this effort is on pages 13 through 17 of this modification. CLIN 5024 is added to fund this effort as set forth below:
 - a. CLIN 5024AA is established to fund 720 AM General man days; 720 days @ \$676.00 per day. Total amount of the CLIN is \$486,720.00.
 - b. CLIN 5024AB is established to fund 4407 Shiptech man days; 4407 days @ \$790.59 per day. Total amount of the CLIN is \$3,484,130.13.
 - c. CLIN 5024AC is established to fund AMG/Shiptech airfare for the first 12 FSRs; total amount of the CLIN is \$47,547.60.
 - d. CLIN 5024AD is established to fund Shiptech airfare for the additional 34 FSR'; the total amount of the CLIN is \$126,458.92.
 - e. CLIN 5024AE is established to fund OCONUS lodging; 5113 days @ \$86.08 per day. Total amount of the CLIN is \$440,127.04.
 - f. CLIN 5024AF is established to fund Shiptech Incidentals; 4407 days @ \$23.42 per day. Total amount of the CLIN is \$103,211.94.
 - g. CLIN 5024AG is established to fund AMG Incidentals; 706 days @ \$18.86 per day. Total amount of the CLIN is \$13,315.16.
 - h. CLIN 5024AH is established to fund vehicle rental in Kuwait; 360 vehicle rentals @ 73.95 each. Total amount of the CLIN is \$26,622.00.
 - i. CLIN 5024AJ is established to fund AMG ODC's in Warren MI; total amount is \$7,413.75.
 - j. CLIN 5024AK is established to fund Shiptech ODC's; total amount is \$244,961.23.
2. Due to the nature of the effort, the following clauses are also added to the contract:
 - a. DFARS 252.228-7003, Capture and Detention
 - b. DFARS 252.225-7043, Antiterrorism/Force Protection for Defense Contractors Outside the United States
 - c. FAR 52.228-4, Workers Compensation and War-Hazard Insurance Overseas
 - d. AFARS 5152.225-74-9000, Contractors Accompanying the Force
3. The total CLIN amounts above represent maximum amounts; should the effort require fewer days to accomplish than stated in the Scope of Work (120 days), the CLINs will be commensurately reduced to reflect the reduced time, after the completion of the effort. Any modification reducing the modification amount will be bilateral.
4. The Contractor and the Government hereby agree that any and all claims for adjustment relative to the FSR effort, as further described in the Scope of Work, pages 13 through 17 of this modification, except as provided herein, are hereby fully waived and released.
5. The total amount of this modification is \$4,980,507.77.

Name of Offeror or Contractor: AM GENERAL LLC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT						
	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS										
5024	SECURITY CLASS: Unclassified										
5024AA	<p><u>CAMP ARIFJAN KUWAIT FSR EFFORT</u></p> <p>NOUN: AMG OCONUS MAN DAY RATE PRON: P149L495JZ PRON AMD: 01 ACRN: MH AMS CD: 51103446004</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u> DLVR SCH PERF COMPL <table><tr><td><u>REL CD</u></td><td><u>QUANTITY</u></td><td><u>DATE</u></td></tr><tr><td>001</td><td>720</td><td>31-OCT-2004</td></tr></table><p>\$ 486,720.00</p></p> <p>Contractor is authorized to bill this CLIN monthly, based on actual days.</p> <p>The Man Day rate is \$676.00 per day for a maximum of 720 days. Mr. Tom Blythe is the performance certifier for this CLIN.</p> <p>This effort is further described in the Scope of Work Paragraph 2.13, Tour of Duty.</p> <p>(End of narrative F001)</p>	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	720	31-OCT-2004	720	DA		\$ 486,720.00
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>									
001	720	31-OCT-2004									

Name of Offeror or Contractor: AM GENERAL LLC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5024AB	<div>SERVICES LINE ITEM</div> <div>NOUN: SHIPTECH OCONUS MAN DAY RATE PRON: P149L495JZPRON AMD: 01ACRN: MH AMS CD: 51103446004</div> <div>Inspection and Acceptance INSPECTION: DestinationACCEPTANCE: Destination</div> <div>Deliveries or Performance DLVR SCHPERF COMPL REL CDQUANTITYDATE 0014,40731-OCT-2004</div> <div>\$3,484,130.13</div> <div>Contractor is authorized to bill this CLIN monthly, based on actual days.</div> <div>The Man Day rate is \$790.59 per day for a maximum of 4,407 days. Mr. Tom Blythe is the performance certifier for this effort.</div> <div>This effort is further described in the Scope of Work Paragraph 2.13, Tour of Duty.</div> <div>(End of narrative F001)</div>	4407	DA		\$3,484,130.13

Name of Offeror or Contractor: AM GENERAL LLC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5024AC	<div>SERVICES LINE ITEM</div> <div>NOUN: AMG/SHIPTECH AIRFARE 12 FSRs PRON: P149L495JZ PRON AMD: 01 ACRN: MH AMS CD: 51103446004</div> <div>Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination</div> <div>Deliveries or Performance DLVR SCH PERFORM COMPL REL CD QUANTITY DATE 001 12 31-OCT-2004</div> <div>\$ 47,547.60</div> <div>CLIN may be billed upon receipt of the signed modification. Performance certifier for this effort is Ms. Mary Rehm. This rate is applicable to the 6 AMG FSR's and the first 6 Shiptech FSR's.</div> <div>Airfare is all inclusive (home/Warren/Kuwait and return home).</div> <div>(End of narrative F001)</div>	12	EA		\$ 47,547.60

Name of Offeror or Contractor: AM GENERAL LLC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5024AD	<div>SERVICES LINE ITEM</div> <div>NOUN: SHIPTECH AIRFARE 34 FSR'S PRON: P149L495JZ PRON AMD: 01 ACRN: MH AMS CD: 51103446004</div> <div>Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination</div> <div>Deliveries or Performance DLVR SCH PERFORM COMPL REL CD QUANTITY DATE 001 34 31-OCT-2004</div> <div>\$ 126,458.92</div> <div>CLIN may be billed upon receipt of the signed modification. Performance certifier for this effort is Ms. Mary Rehm. This rate is applicable to the remaining 34 Shiptech FSR's.</div> <div>Airfare (\$3,719.38 each) is all inclusive (home/Warren/Kuwait and return home).</div> <div>(End of narrative F001)</div>	34	EA		\$ 126,458.92

Name of Offeror or Contractor: AM GENERAL LLC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5024AE	<div>SERVICES LINE ITEM</div> <div>NOUN: OCONUS LODGING RATE PRON: P149L495JZPRON AMD: 01ACRN: MH AMS CD: 51103446004</div> <div>Inspection and Acceptance INSPECTION: DestinationACCEPTANCE: Destination</div> <div>Deliveries or Performance DLVR SCHPERF COMPL REL CDQUANTITYDATE 0015,11331-OCT-2004</div> <div>\$440,127.04</div> <div>Monthly billings are allowed on this CLIN. The maximum rate is \$86.08 per day. Mr. Tom Blythe is the performance certifier.</div> <div>(End of narrative F001)</div>	5113	DA		\$440,127.04

Name of Offeror or Contractor: AM GENERAL LLC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5024AF	<div>SERVICES LINE ITEM</div> <div>NOUN: SHIPTECH INCIDENTALS PRON: P149L495JZPRON AMD: 01ACRN: MH AMS CD: 51103446004</div> <div>Inspection and Acceptance INSPECTION: DestinationACCEPTANCE: Destination</div> <div>Deliveries or Performance DLVR SCHPERF COMPL REL CDQUANTITYDATE 0014,40731-OCT-2004</div> <div>\$103,211.94</div> <div>Monthly billings are allowed for this CLIN. Incidental rate for Shiptech employees is \$23.42 per day.</div> <div>Mr. Tom Blythe is the performance certifier.</div> <div>(End of narrative F001)</div>	4407	DA		\$103,211.94

Name of Offeror or Contractor: AM GENERAL LLC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5024AG	<div>SERVICES LINE ITEM</div> <div>NOUN: AMG INCIDENTAL RATE PRON: P149L495JZPRON AMD: 01ACRN: MH AMS CD: 51103446004</div> <div>Inspection and Acceptance INSPECTION: DestinationACCEPTANCE: Destination</div> <div>Deliveries or Performance DLVR SCHPERF COMPL REL CDQUANTITYDATE 00170631-OCT-2004 \$13,315.16</div> <div>Monthly billings are allowed for this CLIN. Incidental rate for AMG employees is \$18.86 per day.</div> <div>Mr. Tom Blythe is the performance certifier.</div> <div>(End of narrative F001)</div>	706	DA		\$13,315.16

Name of Offeror or Contractor: AM GENERAL LLC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5024AH	<div>SERVICES LINE ITEM</div> <div>NOUN: VEHICLE RENTAL KUWAIT PRON: P149L495JZPRON AMD: 01ACRN: MH AMS CD: 51103446004</div> <div>Inspection and Acceptance INSPECTION: DestinationACCEPTANCE: Destination</div> <div>Deliveries or Performance DLVR SCHPERF COMPL REL CDQUANTITYDATE 00136031-OCT-2004</div> <div>\$26,622.00</div> <div>Monthly billings are allowed on this CLIN. Maximum daily rate per vehicle is \$73.95. CLIN quantity of 360 represents 3 vehicles per day for 120 days. Only actual days utilized can be billed.</div> <div>Mr. Tom Blythe is the performance certifier for this CLIN.</div> <div>(End of narrative F001)</div>	360	DA		\$26,622.00

Name of Offeror or Contractor: AM GENERAL LLC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5024AJ	<div>SERVICES LINE ITEM</div> <div>NOUN: AMG ODC'S/WARREN MI PRON: P149L495JZPRON AMD: 01ACRN: MH AMS CD: 51103446004</div> <div>Inspection and Acceptance INSPECTION: DestinationACCEPTANCE: Destination</div> <div>Deliveries or Performance DLVR SCHPERF COMPL REL CDQUANTITYDATE 001031-OCT-2004 <div>\$7,413.75</div></div> <div>This CLIN represents all costs (wages, lodging, per diem, car, gas) relative to the trip(s) by six AMG employees to Warren MI to receive their CAC card. This CLIN may be billed immediately upon receipt of a signed modification. Ms. Mary Rehm is the performance certifier for this CLIN. <div>(End of narrative F001)</div></div>		EA		\$7,413.75

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Name of Offeror or Contractor: AM GENERAL LLC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5024AK	<p><u>SERVICES LINE ITEM</u></p> <p>NOUN: SHIPTECH ODC'S PRON: P149L495JZ PRON AMD: 01 ACRN: MH AMS CD: 51103446004</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u> DLVR SCH PERF COMPL <u>REL CD</u> <u>QUANTITY</u> <u>DATE</u> 001 0 31-OCT-2004</p> <p>\$ 244,961.23</p> <p>This CLIN represents the following:</p> <ol style="list-style-type: none"> 1. All costs (wages, lodging, per diem, car, gas) relative to the trip(s) by Shiptech employees to Warren MI to receive their CAC card. 2. Shipment of tools 3. Uniforms & Personal Protective Equipment 4. Passport and Passport Expediting Fees 5. Cell Phones 6. Pre-Deployment hours (40 individuals x 3 days x 8 hr shifts) 7. DBA Insurance 8. Travel ODC's <p>Costs that have already been incurred may be billed immediately upon receipt of a signed modification. Costs not yet incurred will be billed upon incurrence. Monthly billings are allowed. Only costs (including approved roll-ups) incurred may be billed.</p> <p>The CLIN amount stated is a maximum. Ms. Mary Rehm is the performance certifier for this CLIN.</p> <p>(End of narrative F001)</p>		LO		\$ 244,961.23

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SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

Statement of Work (SOW)

Technical Repair and Maintenance Support Services for Tactical Wheeled Vehicles (TWV) in Kuwait

1.0. References: The following documents are to be used as guidance for this effort:

- TM 9-2320-387-10, w/CH 1
- TM 9-2320-387-24-1, w/CH 1
- TM 9-2320-387-24-2, w/CH 1
- TM 9-2320-387-24P
- MWO 9-2320-387-20-1
- TM 9-2815-237-34
- TM 9-2815-237-34P

Scope of Work:

- The contractor shall provide technical repair and maintenance support services for Tactical Wheeled Vehicles as outlined in the above references and local maintenance standard operating procedures (SOP). These services will be conducted primarily for the M1114/M1116 Up-Armored HMMWV fleet located at Camp Arifjan Kuwait, with other repair and maintenance services performed on other TWVs as required. Period of performance is 120 days.
- The contractor shall provide all personnel, basic tool sets (must include both metric and standard sizes and include common sizes and types typically used to maintain tactical wheeled vehicles), and other items (i.e., eye protection, hearing protection, and safety shoes) required to perform technical repair and maintenance support services on tactical wheeled vehicles.
- Contractor shall supply all items/parts required for sustainment maintenance using the Army Supply System, in accordance with Standard Theater Army Management Information Systems (STAMIS) requirements and capabilities. If items are not available through the Army Supply System, contractor shall notify the COTR, currently Mr. Tom Blythe, of their needs.
- The Government requires a total of forty (40) wheeled vehicle technicians and six (6) lead technicians at the Camp Arifjan facility. The contractor personnel must be experienced in general automotive maintenance, service and repair. Their primary duties shall be to perform technical repair and maintenance support services as specified at the Organizational, Direct Support and General Support levels. All reference manuals, SOPs, and instructions will be provided to the contractor at the maintenance facility in Camp Arifjan, Kuwait.
- Contractor personnel shall work co-located with other OEM contractor personnel/FSRs. These co-located personnel/FSRs will be available to provide technical advice and support if needed.
- The Contractor is responsible for obtaining housing and living accommodations throughout the performance period. The Government will provide assistance to the Contractor in determining the availability and location of housing comparable to that provided to Government personnel serving in the area of operations. As the Government will be providing all subsistence to Contractor employees, the incidental rate applicable this action is \$17.00 per day. The Contractor is also responsible for providing transportation accommodations for Contractor personnel in and around the theater of operations.
- All personnel must also have a complete set of immunizations and inoculations for entry into SWA. Names and SSNs of all 46 contractor personnel must be provided to the PCO no later than one week after award. Contractor personnel shall bring two copies of their latest complete physical exams and dental records (with panarex). If bio-defense vaccines are required, such as anthrax and smallpox for the Area of Operations being deployed, the vaccine will be provided to Contractor personnel by the Government. Generally, the vaccine will be provided at the nearest Medical Treatment Facility.
- Contractor personnel shall report to a local Government point of contact POC/COTR (Contracting Officer's Technical Representative) who will be their liaison. The current POC/COTR is Mr. Tom Blythe, phone 011-965-920-1306, michael.blythe@arifjan.arcent.army.mil. Mr. Blythe is also the Performance Certifier for this action (unless stated otherwise in the modification).
- Contractor personnel must be U.S. citizens and must possess a government issued CAC card prior to deployment.
- Contractor personnel shall work two (2) operating shifts, 12 hours per day, 7 days per week in order to meet mission requirements. The contractor personnel shall include, one program manager, five team leads, and 40 wheeled vehicle technicians.
- The contractor shall properly dispose of all removed hardware in accordance with local site procedures or the direction of the site POC.

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<div>2.0. Management:</div> <div>2.1. Due to the location of this work, the following State Department authorizations will apply to this proposal. These authorizations are subject to change based on changes issued by the State Department.</div> <div>2.1.1. At this time, the Government authorizes 15% danger pay for employees deployed in support of this scope of work.</div> <div>2.1.2. The Government also authorizes 15% post differential to employees upon completion of 42 consecutive days in a location in which the State Department authorizes this allowance.</div> <div>2.2. The Government will furnish contractor personnel with field gear and force protection gear comparable to that provided U.S. Government personnel serving in the area of operations. This gear will be issued to contractor personnel in SWA.</div> <div>2.3. Contractor personnel must follow Military Traffic Management Command Transportation Engineering Agency (MTMCTEA) guidance for movement in theater (i.e., they cannot travel off base without escort unless the Theater Commander authorizes that action).</div> <div>2.4. As used herein, the phrase "contractor personnel" includes both prime and subcontractor personnel and the contractor shall ensure that the requirements of this SOW are included in all subcontracts.</div> <div>2.5. The contractor shall ensure that all contractor personnel understand and agree to comply with all of the following:</div> <div>2.5.1. Depending on the Status of Forces Agreement (SOFA) or other international agreements, all contractor employees may be subject to the customs, processing procedures, laws, agreements and duties of the country in which they are deploying to and the procedures, laws, and duties of the United States upon re-entry. Contractor shall verify and comply with all requirements.</div> <div>2.5.2. U.S. Army and Department of Defense (DoD) regulations, directives, guidance, instructions, policies, procedures, and general orders applicable to U.S. Armed Forces and DOD civilians supporting the U.S. Armed Forces in the Area of Operation (AO) as issued by the combatant commander or his/her representative to ensure mission accomplishment, force protection, and safety. U.S., third country, host nation, and international laws and regulations.</div> <div>2.5.3. Treaties and international agreements (e.g., Status of Forces Agreements, Host Nation Support Agreements, and Defense Technical Agreements), applicable to contractors supporting the U.S. Armed Forces under the facts and circumstances in the AO. The contractor shall be thoroughly familiar with Army Regulation (AR) 715-9, Contractors Accompanying the Force (http://www.usapa.army.mil/pdffiles/r715_9.pdf) , DA PAM 715-16 (http://www.usapa.army.mil/pdffiles/p715_16.pdf) , and Field Manual (FM) 3-100.21, Contractors on the Battlefield (http://www.adtdl.army.mil/cgi-bin/atdl.dll/fm/3-100.21/toc.htm) . In addition, the contractor is obligated to request any specific information not provided in this language, but needed at the time of deployment from the contracting officer or the designated Contracting Officers Technical Representative (COTR).</div> <div>2.6. The contractor shall at all times remain contractually responsible for the conduct of its contractor personnel. The contractor shall promptly resolve to the satisfaction of the Government, all contractor employees performance and conduct problems identified by the Government. Upon failure to correct, the Government may direct the Contractor, at the Contractors own expense, to replace and, where applicable, repatriate any Contractor personnel who fail to comply with this language. Such action may be taken at the Governments discretion without prejudice to its rights under any other provision of this contract, including the Termination for Default Clause.</div> <div>2.7. As a guest in a host country, contractor personnel should become familiar with customs and local standards of dress for the area to which they will be deploying to, and shall accordingly comport with these standards of conduct.</div> <div>2.8. Evacuation. As required by the operational situation, the government may, at its discretion, relocate designated contractor personnel to a safe area or evacuate them from the area of operations. The U.S. State Department has responsibility for evacuation of non-essential personnel.</div> <div>2.9. Security and Background Checks. Prior to accompanying the force, the contractor shall ensure that security and background checks are performed on all contractor personnel in support of this contract.</div> <div>2.10. Immigration and Customs. The contractor is responsible for obtaining all (i) passports, visas, and other entry/exit documents necessary for contractor personnel to transverse through and within AO, and (ii) the customs, immigration, or similar liabilities of its contractor personnel. Contractor personnel must have passports and required visas on them, so they can immediately deploy upon completion of processing at the deployment-processing center. The contractor is responsible for obtaining all passports, visas, or other documents necessary for contractor employees to enter and/or exit any area(s).</div> <div>2.11. Letter of Authorization. Unless prohibited by international agreement, the contracting officer will issue a Letter of Authorization (LOA) for contractor personnel deployment and redeployment to and from the AO. This is the document contractor personnel must carry with them as authorization for use of Government transportation, medical facilities, billeting, and other entitlements. Invitational travel orders shall not be issued in lieu of this letter of authorization.</div>		

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2.12. Standard Identification Cards. The contractor shall ensure all deploying individuals have the required identification tags and common access cards (CAC) prior to deployment to the AO. Personal identification tags shall include the following information: full name, social security number, blood type and religious preference. Contractor personnel shall maintain all issued cards and tags on their person at all times while Outside Continental United States (OCONUS). Upon redeployment, the contractor shall ensure that all issued controlled identification cards and tags are promptly returned to the government.

2.13. Tour of Duty.

2.13.1. The contractor may rotate contractor employees into and out of the theater provided there is no degradation in mission results. For employees who have deployed less than six months, the contractor may rotate personnel at his own expense. The contractor shall coordinate personnel changes with the contracting officer and the AMC, LSE or other designated liaison responsible for accounting for contractor personnel in their AO.

2.13.2. The contractor shall comply with all duty hours and tours of duty identified in this contract (twelve hour shifts, seven days a week). These could change, however, to ensure the government's ability to continue to execute its mission. The duty hours and tours of duty may be the same as military personnel and operational needs as directed by the Combatant Commander.

3.0. Clothing and Equipment.

3.1. Contractor personnel accompanying the force are not authorized to wear distinctive military uniform items, except for specific items required for safety and security. Exceptions require a Department of the Army waiver. When the contractor desires a waiver, the contractor shall submit a request for waiver to the contracting officer. An individuals status as being a non-combatant contractor shall be conspicuously displayed on their clothing, unless prohibited for operational reasons.

3.1.1. The Combatant Commander, subordinate Joint Force Commander (JFC), or Army Force (ARFOR) Commander may require that contractor personnel be issued and be prepared to wear Organizational Clothing and Individual Equipment (OCIE), to include Chemical, Biological, Radiological, Nuclear, and High-Yield Explosive (CBRNE) equipment, necessary to ensure contractor personnel security and safety. The contractor or contractor personnel shall sign for all issued OCIE and acknowledge receipt and acceptance of responsibility for the proper maintenance and accountability of the OCIE.

3.1.2. When OCIE and/or Chemical, Biological, Radiological, Nuclear, and High-Yield Explosive (CBRNE) equipment is issued to the contractor personnel, equipment familiarization training shall be provided to the contractor personnel, commensurate with the training provided to Department of Defense civilian employees. This training shall be provided at the Government Maintenance facility at Camp Arifjan, Kuwait.

3.1.3. The contractor shall ensure that all issued OCIE is returned to the government at the place of issue unless the contracting officer or his representative direct otherwise and the contractor shall provide evidence to the contracting officer of all OCIE returned to the government. The contractor shall reimburse the government for OCIE lost, stolen, or damaged due to contractor negligence or contractor misconduct in accordance with government property clauses in this contract.

4.0. Vehicle and Equipment Operation.

4.1. The Contractor shall ensure that Contractor Personnel possess the required licenses to operate all vehicles or equipment necessary to perform the requirements of the contract in the AO.

4.2. Before operating any military owned or leased equipment, the contractor employee shall provide proof of license to the unit or agency issuing the equipment. The government, at its discretion, may train and license contractor employees to operate military owned or leased equipment.

5.0. Reception, Staging, On-ward Movement and Integration

5.1. Arrival in Area of Operations - Logistics Support Element. Contractor employees shall report to the AMC LSE (or other designated liaison) and provide necessary information to the AMC LSE on the contractor's deployment and activities in the AO to facilitate the AMC LSE logistics integration function. Initial contact and coordination with the AMC LSE shall be conducted prior to deployment into the theater. Similar coordination and reporting to the AMC LSE shall occur prior to exiting the area of operation. Any additional coordination requirements with the AMC LSE shall be as defined by the contracting officer or COTR.

5.1.1. Upon arrival in the AO, contractor personnel shall receive reception, staging, onward movement and integration (RSOI), as directed by the AMC-LSE (or other designated liaison). Contractor personnel may be required to obtain additional locally required identification cards. The government representative who has cognizance for the contractor personnel shall assist in the coordination of the issuance of these identification cards.

5.2. Contractor Accountability/Visibility & Logistics Support Element.

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<p>5.2.1. The contractor shall ensure that all contractor personnel contact the AMC-LSE (or other designated liaison). Contractor personnel will be responsible for providing all required theater specific accountability/visibility information to the AOs AMC-LSE to facilitate the logistics integration function. The contractor shall ensure that all requested data is provided to the Army for inclusion in the U.S. Army's applicable personnel accountability database system.</p>		
<p>5.2.2. The Contractor shall coordinate with the AMC LSE or other contracting officers designated representative for logistics support, as follows: (i) upon initial entry into the AO; (ii) upon initiation of contract performance; (iii) upon relocation of contract operations within the AO; and (iv) upon exiting the AO. Any additional coordination requirements with the AMC-LSE shall be as directed by the contracting officer or COTR.</p>		
<p>5.2.3. As required by the operational situation, the government may at its discretion relocate contractor personnel to a safe area or evacuate them from the AO. The U.S. State Department has responsibility for evacuation of personnel as described in 22 U.S.C. 4802(b).</p>		
<p>5.2.4. If contractor personnel depart an area of operations without permission, the contractor shall ensure continued performance in accordance with the terms and conditions of the contract. When the contractor replaces personnel who depart the AO without permission, the replacement expense shall be borne by the contractor and the employee must be replaced within 7 calendar days, unless otherwise directed by the contracting officer. Contractor personnel who depart the AO without permission relinquish force protection.</p>		
<p>5.3. Technical Support: All technical support processes and procedures (such as parts requisitioning and distribution, retrograde of material, surging technicians forward, etc.) will be integrated into the logistics plans and policies established by the Combatant Commander or his designated representative. Contractor shall ensure coordination with the Brigade of transit and status reporting for all nonstandard parts.</p>		
<p>5.4. Force Protection. While performing duties in accordance with the terms and conditions of the contract, the combatant commander will provide force protection to contractor personnel commensurate with that given to Service/Agency (e.g., Army, Navy, Air Force, Marine Corps, and Defense Logistics Agency (DLA)) civilians in the AO.</p>		
<p>5.5. Medical.</p>		
<p>5.5.1. The government at its discretion may provide to contractor employees deployed in the theater of operations, on a cost reimbursable basis, emergency medical and dental care commensurate with the care provided to Department of Defense civilians deployed in the theater of operations. This is subject to the availability of such medical and dental care.</p>		
<p>5.5.2. If during deployment contractor personnel become unfit (i.e., actions that are a result of dangerous behavior that is considered outside normal societal bounds) as a result of their own actions, these personnel shall be removed from the AO and be replaced at the contractors expense. General medical screening requirements may be found in FM 3-100.21 (3 January 2003), Appendix D, Health Assessment Questionnaires. (http://155.217.58.58/cgi-bin/atdl.dll/fm/3-100.21/appd.htm). Also see AR 40-501, Standards of Medical Fitness.</p>		
<p>5.5.3. Deploying contractor personnel shall carry with them any medication they require for the duration of the deployment. Military facilities may not be able to replace medications required for routine treatment of chronic medical conditions, such as high blood pressure, heart conditions, asthma and arthritis. Contractor personnel shall review both the amount of the medication and its suitability in the foreign area with their personal physician, and make any necessary adjustments prior to deployment.</p>		
<p>5.5.4. If glasses are required, contractor personnel shall deploy with two pairs of glasses and a current prescription. When required, copies of the prescription shall be provided by the contractor personnel to the deployment-processing center, so that eyeglass inserts for use in compatible chemical protective mask can be prepared. Wearing contact lenses in a field environment is not recommended.</p>		
<p>5.5.5. Contractor personnel shall take spare hearing aid batteries, sunglasses, insect repellent (containing DEET), sunscreen and any other commercial over-the-counter supplies (that may not be readily available in country) related to their individual physical needs (e.g., aspirin, Tylenol, or ibuprofen, anti-diarrheal, cough syrup, eye drops, band-aids, and antibiotics).</p>		
<p>5.6. Living under Field Conditions.</p>		
<p>5.6.1. Depending on the contingency, and other factors, it may be necessary for the government to provide deployed contractor personnel the equivalent, subsistence, emergency medical and dental care, sanitary facilities, mail delivery, laundry service, and other available support afforded to government employees and military personnel in the AO, unless authorized by the Combatant Commander. Types of logistical support provided to contractor personnel may be contented in the Letter of Authorization.</p>		
<p>5.6.2. The contractor is advised of the potential danger, stress, physical hardships and field living conditions associated with the deployment. The contractor shall be responsible for sharing this information with its employees</p>		
<p>5.6.3. The contractor shall ensure that contractor personnel acknowledge, in writing, that they understand the danger, stress, physical hardships, and field living conditions that are possible in support of military operations. The acknowledgement will include</p>		

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the impact that any austere conditions may have on any contractor personnel chronic medical preconditions.

5.6.4. If subsistence and protection requirements change during the deployment (e.g. if the Combatant Commander or subordinate commander changes the authorizations), the contracting officer will modify the contract, and any equitable adjustments shall be negotiated under the Changes clause.

5.7. Morale, Welfare, Recreation. When approved by the installation or combatant commander, the government shall provide deployed contractor personnel with morale, welfare, and recreation services commensurate with that provided to DoD civilians and military personnel in the AO.

6.0. Next of Kin Notification.

6.1. Before deployment, the contractor shall ensure that each contractor employee completes at least three copies of DD Form 93, Record of Emergency Data Card. All copies should be provided to the local Government Point of Contact referenced in section 1.8 of this SOW. The contractor personnels personnel office should also maintain this information.

6.1.1. As Executive Agent for mortuary affairs, the Army will facilitate the notification of the Next Of Kin (NOK) in the event that a U.S. citizen contractor personnel accompanying the force OCONUS dies, requires evacuation due to injury, or is reported missing. The Department of the Army will ensure that the contractor notifies the contractor personnels primary and secondary next of kin. In some cases, an Army notification officer may accompany the employers representative. Notification support by the Army is dependent upon each contractor personnel completing, and updating as necessary, the DD Form 93 (Record of Emergency Data Card).

*** END OF NARRATIVE C 013 ***

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SECTION G - CONTRACT ADMINISTRATION DATA

LINE	PRON/ AMS CD/ <u>ITEM</u> <u>MIPR</u>	<u>ACRN</u>	OBLG STAT/ <u>JOB ORD NO</u>			INCREASE/DECREASE <u>AMOUNT</u>		CUMULATIVE <u>AMOUNT</u>
5024AA	P149L495JZ 51103446004 A14P50041CUA	MH	1 4ZLT03	\$	0.00	\$	486,720.00	\$ 486,720.00
5024AB	P149L495JZ 51103446004 A14P50041CUA	MH	1 4ZLT03	\$	0.00	\$	3,484,130.13	\$ 3,484,130.13
5024AC	P149L495JZ 51103446004 A14P50041CUA	MH	1 4ZLT03	\$	0.00	\$	47,547.60	\$ 47,547.60
5024AD	P149L495JZ 51103446004 A14P50041CUA	MH	1 4ZLT03	\$	0.00	\$	126,458.92	\$ 126,458.92
5024AE	P149L495JZ 51103446004 A14P50041CUA	MH	1 4ZLT03	\$	0.00	\$	440,127.04	\$ 440,127.04
5024AF	P149L495JZ 51103446004 A14P50041CUA	MH	1 4ZLT03	\$	0.00	\$	103,211.94	\$ 103,211.94
5024AG	P149L495JZ 51103446004 A14P50041CUA	MH	1 4ZLT03	\$	0.00	\$	13,315.16	\$ 13,315.16
5024AH	P149L495JZ 51103446004 A14P50041CUA	MH	1 4ZLT03	\$	0.00	\$	26,622.00	\$ 26,622.00
5024AJ	P149L495JZ 51103446004 A14P50041CUA	MH	1 4ZLT03	\$	0.00	\$	7,413.75	\$ 7,413.75
5024AK	P149L495JZ 51103446004 A14P50041CUA	MH	1 4ZLT03	\$	0.00	\$	244,961.23	\$ 244,961.23
NET CHANGE					\$		4,980,507.77	

SERVICE <u>NAME</u>	NET CHANGE <u>BY ACRN</u>	<u>ACCOUNTING CLASSIFICATION</u>			<u>ACCOUNTING STATION</u>	INCREASE/DECREASE <u>AMOUNT</u>
Army	MH	21	42035000041C1C01P51103431E1	S20113	W56HZV	\$ 4,980,507.77
NET CHANGE						\$ 4,980,507.77

		PRIOR AMOUNT <u>OF AWARD</u>		INCREASE/DECREASE <u>AMOUNT</u>		CUMULATIVE <u>OBLIG AMT</u>
NET CHANGE FOR AWARD:	\$	1,545,616,779.24	\$	4,980,507.77	\$	1,550,597,287.01

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SECTION H - SPECIAL CONTRACT REQUIREMENTS

<u>Status</u>	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
H-1 ADDED	252.228-7003	CAPTURE AND DETENTION	DEC/1991
H-2 CHANGED	252.225-7043	ANTITERRORISM/FORCE PROTECTION FOR DEFENSE CONTRACTORS OUTSIDE THE UNITED STATES	JUN/1998

(a) Except as provided in paragraph (b) of this clause, the Contractor and its subcontractors, if performing or traveling outside the United States under this contract, shall-

- (1) Affiliate with the Overseas Security Advisory Council, if the Contractor or subcontractor is a U.S. entity;
- (2) Ensure that Contractor and subcontractor personnel who are U.S. nationals and are in-country on a non-transitory basis, register with the U.S. Embassy, and that Contractor and subcontractor personnel who are third country nationals comply with any security related requirements of the Embassy of their nationality;
- (3) Provide, to Contractor and subcontractor personnel, antiterrorism/force protection awareness information commensurate with that which the Department of Defense (DoD) provides to its military and civilian personnel and their families, to the extent such information can be made available prior to travel outside the United States; and
- (4) Obtain and comply with the most current antiterrorism/force protection guidance for Contractor and subcontractor personnel.

(b) The requirements of this clause do not apply to any subcontractor that is-

- (1) A foreign government;
 - (2) A representative of a foreign government; or
 - (3) A foreign corporation wholly owned by a foreign government.
- (c) Information and guidance pertaining to DoD antiterrorism/force protection can be obtained from HQDA (DAMO-ODL)/ODCSOP; telephone, DSN 225-8491 or commercial (703) 695-8491. For additional information: Assistant Secretary of Defense for Special Operations and Low Intensity Conflict, ASD(SOLIC); telephone, DSN 255-0044 or commercial (703) 695-0044.

[End of Clause]

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SECTION I - CONTRACT CLAUSES

Status	Regulatory Cite	Title	Date
I-1 ADDED	52.228-4	WORKERS' COMPENSATION AND WAR-HAZARD INSURANCE OVERSEAS	APR/1984
I-2 ADDED	252.228-7003	CAPTURE AND DETENTION	DEC/1991
I-3 CHANGED	5152.225-74-9000	CONTRACTORS ACCOMPANYING THE FORCE	NOV/2003

(a) General.

(1) Performance of this contract may require deployment of Contractor Personnel in support of military operations. The Contractor acknowledges that such operations are inherently dangerous and accepts the risks associated with contract performance in this environment.

(2) For purposes of this clause, the term ``Contractor Personnel'' refers to the Contractor's officers and employees. Unless otherwise specified (e.g., subparagraph (b) of this clause), this term does not include personnel who permanently reside in the country where contract performance will take place.

(3) The Contractor shall ensure that Contractor Personnel working in an area of operations (AO, as defined in the Joint Publication 1-02, ``DOD Dictionary of [[Page 66741]] Military and Associated Terms'') are familiar and comply with applicable:

- (i) Military Service and Department of Defense regulations, directives, instructions, general orders, policies, and procedures, in particular Army Regulation 715-9 and Field Manual 3- 100.21;
- (ii) U.S., host country, local, and international laws and regulations; and
- (iii) treaties and international agreements (e.g., Status of Forces Agreements, Host Nation Support Agreements, and Defense Technical Agreements) relating to safety, health, force protection, and operations under this contract.

(4) The Contractor shall ensure that this clause is included in all subcontracts.

(b) Compliance with Combatant Command Orders. The Contractor shall ensure that Contractor Personnel, regardless of residency status, working in the AO comply with all orders, directives, and instructions of the combatant command relating to non-interference in military operations, force protection, health, and safety. The Combatant Commander or his subordinate commanders, in conjunction with the Contracting Officer or the Contracting Officer's Representative, may direct the Contractor, at the Contractor's own expense, to replace and, where applicable, repatriate any Contractor personnel who fail to comply with this provision. Such action may be taken at the Government's discretion without prejudice to its rights under any other provision of this contract, including the Termination for Default clause.

(c) Contractor Personnel Administration.

(1) In order to maintain accountability of all deployed personnel in the AO, the Contractor shall follow instructions issued by the Army Materiel Command's Logistics Support Element (AMC LSE) or other Contracting Officer's designated representative to provide, and keep current, requested data on Contractor Personnel for entry into military personnel database systems.

(2) The Contractor shall coordinate with the AMC LSE or other Contracting Officer's designated representative for logistics support, as follows: (i) Upon initial entry into the AO; (ii) upon initiation of contract performance; (iii) upon relocation of contract operations within the AO; and (iv) upon exiting the AO.

(3) Before deployment, the Contractor shall ensure that:

- (i) All Contractor Personnel complete two DD Forms 93, Record of Emergency Data Card. One copy of the completed form shall be returned to the Government official specified by the Contracting Officer's designated representative; the other shall be hand-carried by the individual employee to the AO.
- (ii) All required security and background checks are completed.
- (iii) All medical screening and requirements are met.

(4) The Contractor shall ensure that Contractor Personnel have completed all pre-deployment requirements specified by the Contracting Officer's designated representative (including processing through the designated Continental United States (CONUS) Replacement Center unless another deployment processing method is specifically authorized), and the Contractor shall notify the Contracting Officer's designated representative that these actions have been accomplished.

(5) The Contractor shall have a plan for timely replacement of employees who are no longer available for deployment for any reason, including mobilization as members of the Reserve, injury, or death.

(d) Clothing and Equipment Issue.

(1) To help distinguish them from combatants, Contractor Personnel shall not wear military clothing unless specifically authorized by a written Department of Army waiver. Contractor Personnel may wear specific items of clothing and equipment required for safety and security such as ballistic or NBC (Nuclear, Biological, Chemical) protective clothing. The CONUS Replacement Center or the combatant command may provide to the Contractor Personnel military unique Organizational Clothing and Individual Equipment (OCIE) to ensure security and safety.

(2) All issued OCIE shall be considered Government Furnished Property, and will be treated in accordance with Government Furnished Property clauses included elsewhere in this contract.

(e) Weapons and Training.

(1) Contractor Personnel may not possess privately owned firearms in the AO. The combatant command may issue weapons and ammunition to Contractor Personnel, with the employee's company's consent as well as the individual employees' consent, and may require weapons and other pre-deployment training.

(2) The Contractor shall ensure that Contractor Personnel follow all instructions by the combatant command, as well

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as applicable Military Service and DoD regulations, regarding possession, use, safety, and accountability of weapons and ammunition.

(3) All issued weapons, ammunition, and accessories (e.g., holsters) shall be considered Government Furnished Property. Upon redeployment or notification by the combatant command, the Contractor shall ensure that all Government issued weapons and unused ammunition are returned to the point of issue using a method that complies with Military Service regulations for issue and turn- in of firearms.

(f) Vehicle and Equipment Operation.

(1) The Contractor shall ensure that Contractor Personnel possess the required licenses to operate all vehicles or equipment necessary to perform the contract in the AO.

(2) Contractor-owned or leased motor vehicles or equipment shall meet all requirements established by the combatant command and shall be maintained in a safe operating condition.

(g) Passports, Visas and Customs. The Contractor is responsible for obtaining all passports, visas, and other documents necessary for Contractor Personnel to enter and exit any AO.

(h) Purchasing Limited Resources. When the Combatant Command establishes a Commander-in-Chief Logistics Procurement Support Board (CLPSB), Joint Acquisition Review Board, or similar purchase review committee, the contractor will be required to coordinate local purchases of goods and services designated as limited, in accordance with instructions provided by the Administrative Contracting Officer or the Contracting Officer's designated representative.

(End of Clause)